#### ANNEX NO. 1

# to Contract no. O-157-2021 for short-term sub-lease of premises intended for commercial use in Obecní dům v Praze

 Obecní dům, a.s., ID no.: 272 51 918, registered office: Prague 1, nám. Republiky 1090/5, 111 21, entered in the Commercial Register of the Municipal Court in Prague, Section C, Insert no. 9990, represented by Mgr. Vlastimil Ježek, Chairman of the Board of the Directors, and Mgr. Jan Lacina, Vicechairman of the Board of Directors

/hereinafter referred to as "Lessee", being the first party to the agreement/

and

2. **Mary Kay (Czech Republic), s.r.o.**, ID no. 25124749, registered office: Praha 8, Boudníkova 2506/1, 180 00, entered in the Commercial Register of the Municipal Court in Prague, Section C, Insert no. 51768, represented by Ing. Edita Szabóová, Director

/hereinafter referred to as "Sub-lessee", being the second party to the agreement/

For the purposes of this agreement, the Lessee and Sub-lessee are referred to as "Contracting Parties" concluded this:

#### Annex no. 1

to Contract no. O-157-2021 for short-term sub-lease of premises intended for commercial use in Obecní dům v Praze dated 21 December 2021

/hereinafter referred to as "Annex" /

# I. Introductory Provisions

- 1. On 21 December 2021, the Contracting Parties concluded Contract no. O-157-2021 for short-term sublease of premises intended for commercial use in Obecní dům v Praze, which governs the sub-lease of premises intended for commercial use specified in the Contract for a fixed period (hereinafter referred to as "Contract for Sub-lease") for the purpose of organizing a Mary Kay conference.
- 2. As of the date of concluding this Annex, the Contract for Sub-lease is in force and has not been terminated by a mutual agreement or by a Lessee's and/or Sub-lessee's termination in writing.

# II. Subject of the Annex

- 1. The Contracting Parties have agreed to extend the sub-lease period. This cancels Annex no. 1 to the Contract, which is replaced by new Annex no. 1, which forms and inseparable part of this Annex.
- 2. Based on the agreement between the Contracting Parties, the below statement of the Contract shall change as follows:

Clause III. The subject, term and purpose of the sub-lease shall be cancelled and replaced by new text as follows:

The Lessee shall hereby relinquish the below-specified non-residential premises situated in the building of Obecní dům to the Sub-lessee to be used for a determinate period from 14.09.2022 22:30 o'clock to 17.09.2022 23:59 o'clock and the Sub-lessee hereby accepts these premises for his use:

14.09.2022

 22:30 - 23:59 o'clock (Smetana Hall, Sladkovsky Hall, Riegr Hall, Mayor's Hall, Palacky Hall, Gregr Hall, Oriental Parlour, Bozena Nemcova Parlour, Moravian-Slovak Parlour, Confectionery, Dining Room 1, Dining Room 2, Dining Room 3)

#### 15.09.2022

 00:01 - 23:59 o'clock (Smetana Hall, Sladkovsky Hall, Riegr Hall, Mayor's Hall, Palacky Hall, Gregr Hall, Oriental Parlour, Bozena Nemcova Parlour, Moravian-Slovak Parlour, Confectionery, Dining Room 1, Dining Room 2, Dining Room 3)

### 16.09.2022

- 05:00 19:00 o'clock (Smetana Hall, Riegr Hall, Mayor's Hall, Palacky Hall, Gregr Hall, Oriental Parlour, Bozena Nemcova Parlour, Moravian-Slovak Parlour, Confectionery, Dining Room 1, Dining Room 2, Dining Room 3)
- 05:00 23:59 hod. Sladkovsky Hall

## 17.09.2022

 05:00 - 23:59 o'clock (Smetana Hall, Sladkovsky Hall, Riegr Hall, Mayor's Hall, Palacky Hall, Gregr Hall, Oriental Parlour, Bozena Nemcova Parlour, Moravian-Slovak Parlour, Confectionery, Dining Room 1, Dining Room 2, Dining Room 3)

(hereinafter referred to as the "subject of the sub-lease").

The Sub-lessee shall use the subject of the sub-lease for the purpose of organizing Seminar Mary Kay (hereinafter referred to as "event") in the period from 16.09.2022 to 17.09.2022 for a maximum number of participants as specified in the Smetana Hall seating layout (Annex No. 6), who shall use the subject of the sub-lease in compliance with the purpose of the sub-lease and with the Sub-lessee's consent. The subject, purpose and term of the sub-lease as well as the payment for the sub-lease are all specified in Annex No. 1 hereto, which is an indivisible part of this Contract

The Lessee and Sub-lessee shall document the handover and takeover of the subject of the sub-lease upon commencement of the sub-lease and also upon termination of the sub-lease in the form of a written report. A sample report is in <u>Annex No. 5</u> hereto.

3. Based on the agreement between the Contracting Parties, the below statement of the Contract shall change as follows:

Clause V. Payment for the sub-lease and services shall be cancelled and replaced by new text as follows:

Both parties agreed payment for the use of the subject of the sub-lease is CZK xxx,- + VAT (hereinafter referred to as "payment for the sub-lease").

Basic services agreed upon by the contracting parties are included in the payment for the sub-lease as stipulated above in this article.

The price for additional services shall be determined based on the event report and the price list of additional services specified in <u>Annex No. 4</u> and in <u>Annex No. 5</u> hereto.

All stated sums do not include the value added tax (hereinafter referred to as "VAT"). All the above amounts will be charged to the Sub-lessee together with value added tax at the statutory rate.

4. Based on the agreement between the Contracting Parties, the below statement of the Contract shall change as follows:

Clause VI. Security deposit shall be cancelled and replaced by new text as follows:

The Sub-lessee undertakes to pay a security deposit of 100% of the sum representing the agreed payment for the sub-lease and the lump sum, all including the VAT, that is a sum totalling CZK xxx,- based on an invoice issued by the Lessee. The security deposit is payable to the above-specified Lessee's account no later than 7 days before the commencement of the event. Should the Sub-lessee fail to pay the security deposit or any other related instalments before the below due date, the Lessee shall be entitled to unilaterally withdraw from this Contract and Sub-lessee shall pay the agreed contractual penalty to the Lessee for failure of a contractual obligation parties in the amount

equal to the security deposit without value added tax. In the event that the Sub-lessee pays partial payment on the security deposit, the Lessee is entitled to use (compensate) that partial payment on contractual penalty in accordance with this Article VI. of the contract.

The Lessee's right to contractual penalty is not affected by such a unilateral withdrawal by the Lessee from this Contract.

Due date	Sum (CZK)	Percentage of the security deposit
07.09.2022	XXX,-	100.00

The security deposit shall secure that any obligations of the Sub-lessee ensuing from this Contract are performed and that any claims arisen to the Lessee due to any breach of this Contract by the Sub-lessee are settled.

The contracting parties agree that the security deposit paid to the Lessee by the Sub-lessee as stipulated in this Contract will not be subject to interest throughout the duration of this Contract.

#### III. Final Provisions

- 1. Other provisions in this Contract for Sub-lease shall not be affected by this Annex.
- 2. This Annex shall become an inseparable part of the Contract for Sub-lease.
- 3. This Annex comes into force and effect on the day of its signing by both Contracting Parties.
- 4. This Annex has been made in two (2) counterparts in the Czech language and in two (2) counterparts in the English language, of which both the Lesse and the Sub-lessee shal receive one (1) counterpart in Czech and in English each. Should there be any discrepancies between the English version and the Czech version, the Czech version shall prevail.
- 5. The Contracting Parties declare that they have read this Annex carefully and thoroughly, fully understand its text in the Czech language, with which they unconditionally agree, and which they did not conclude under duress or under noticeably unfavourable conditions.

## Annexes:

Annex no. 1 of the Contract for Sub-lease in its new version.

In Prague on (date) 13.5.2022	
Obecní dům, a.s.  Mar Vlastimil Ježek Chairman of the Board of Directors	Mary Kay (Czech Republic), s.r.o.

Obecní dům, a.s.